

B27 (Official Form 27) (12/09)

United States Bankruptcy Court  
 Eastern District of New York

In re: Jorge Gonzalez,

Debtor

Case No. 13-46164-CEC  
 Chapter 7

**REAFFIRMATION AGREEMENT COVER SHEET**

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: TD Auto Finance LLC
2. Amount of debt subject to the reaffirmation agreement:  
\$16,944.74 on the date of the bankruptcy \$16,713.94 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 7.05% prior to bankruptcy  
7.05% under reaffirmation agreement ( ☒ Fixed Rate, ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$298.47 per month for 68 months
5. Collateral, if any, securing the debt: Current market value: \$15,600  
 Description: 2011 Chevrolet Cruze
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No  
 (If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries		Debtor's Income and Expenses as Stated on Reaffirmation Agreement	
7A.	Total monthly income from Schedule I, line 16	\$ <u>2,598.00</u>	7B. Monthly income from all sources after payroll deductions \$ <u>2,598.00</u>
8A.	Total monthly expenses from Schedule J, line 18	\$ <u>2,590.39</u>	8B. Monthly expenses \$ <u>2,590.39</u>
9A.	Total monthly payment on reaffirmed debts not listed on Schedule J	\$ <u>0</u>	9B. Total monthly payments on reaffirmed debts not included in monthly expenses \$ <u>0</u>
			10B. Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets) \$ <u>7.61</u>

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11. Explain with specificity any difference between the income amounts (7A and 7B):

N/A

12. Explain with specificity any difference between the expense amounts (8A and 8B):

N/A

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if line 11  
or 12 is completed)

Signature of Joint Debtor (if applicable, and  
only required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than ZERO. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

☒ Yes

☐ No

If the debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

☒ Yes

☐ No

**FILER'S CERTIFICATION**

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Jason A. Little, Esq.  
DEILY & GLASTETTER, LLP  
8 Tharlow Terrace  
Albany, New York 12203  
Tel (518) 436-0344  
E-Mail: jlittle@deilylawfirm.com

B240A (04/10)

Check one.  
☐ Presumption of Undue Hardship  
☒ ~~No~~ Presumption of Undue Hardship  
See Debtor's Statement in Support of  
Reaffirmation, Part II below, to determine  
which box to check.

United States Bankruptcy Court  
Eastern District of New York

In re: Jorge Gonzalez,  
Debtor.

Case No. 13-46164-CEC  
Chapter 7

**REAFFIRMATION DOCUMENTS**

Name of Creditor: TD Auto Finance LLC

☐ Check this box if Creditor is a Credit Union

**PART I. REAFFIRMATION AGREEMENT**

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions and definitions found in Part V of this Reaffirmation Documents packet.

A. Brief description of the original agreement being reaffirmed: Car Loan

B. **AMOUNT REAFFIRMED:** \$16,713.94

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before November 1, 2013, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C. below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 7.05 %.

See the definition of "Annual Percentage Rate" in Part V, Section C. below.

This is a (check one) ☒ Fixed Rate ☐ Variable Rate

If the loan has a variable rate, the future interest may increase or decrease from the Annual Percentage Rate disclosed here.

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D. Reaffirmation Agreement Repayment Terms:

☒ \$298.47 per month for 68 months starting on November 23, 2013.

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: 2011 Chevrolet Cruze  
 Current Market Value \$15,600

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☒ Yes. What was the purchase price for the collateral? \$16,617.30

☐ No. What was the amount of the original loan? \$

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$16,713.94	\$16,713.94
Annual Percentage Rate	7.05%	7.05%
Monthly Payment	\$298.47	\$298.47

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

N/A

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

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C. If your answer to EITHER question A. or B. above is “No” complete 1. and 2. below.

1. Your present monthly income and expenses are:

- a. Monthly income from all sources after payroll deductions  
(take-home pay plus any other income) \$ 2 598.00
- b. Monthly expenses (including all reaffirmed debts except this one) \$ 2 299.53
- c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ 298.47
- d. Amount of monthly payment required for this reaffirmed debt \$ 298.47

*If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says “Presumption of Undue Hardship.” Otherwise, you must check the box at the top of page one that says “No Presumption of Undue Hardship.”*

2. You believe this reaffirmation agreement will not impose an undue hardship on my dependents or on me because:

Check one of the two statements below, if applicable:

☒ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☐ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because: \_\_\_\_\_

\_\_\_\_\_  
*Use an additional page if needed for a full explanation.*

D. If your answers to BOTH questions A. or B. were “Yes,” check the following statement, if applicable:

☐ You believe this reaffirmation agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

*Also, check the box at the top of page one that says “No Presumption of Undue Hardship.”*

**PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES**

I (We) hereby certify that:

- i. I agree to reaffirm the debt described above.
- ii. Before signing this reaffirmation agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- iii. The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- iv. I am entering into this agreement voluntarily and fully informed of my rights and responsibilities; and
- v. I have received a copy of this completed and signed Reaffirmation Documents packet.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign):

Date 12/13/13 Signature Jorge Gonzalez

Date \_\_\_\_\_ Signature \_\_\_\_\_

**Reaffirmation Agreement Terms Accepted by Creditor:**

Creditor TD Auto Finance LLC

Address Deily & Glastetter, LLP, Attorneys for Creditor  
8 Thurlow Terrace, Albany, New York 12203

Jason A. Little, Esq. (JL 7573)

Print Name of Representative

Signature

Date

12-27-13

**PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

*To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

*Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.*

Date 12/13/13 Signature of Debtor's Attorney Jacob Sherman

Print Name of Debtor's Attorney Jacob Sherman, Esq.

## **PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)**

**Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I) and these additional important disclosures and instructions.**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, detailed in Part B below, are not completed, the reaffirmation agreement is not effective, even though you have signed it.

### **A. DISCLOSURE STATEMENT**

- 1. What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the reaffirmation agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if our creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this Reaffirmation Documents packet requiring signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required.
- 5. Can you cancel the agreement?** You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

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6. When will this reaffirmation agreement be effective?

a. If you were represented by an attorney during the negotiation of your reaffirmation agreement

- i. If the creditor is not a Credit Union, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship in which case the agreement becomes effective only after the court approves it;
- ii. If the creditor is a Credit Union, your reaffirmation agreement becomes effective when it is filed with the court.

b. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, the reaffirmation agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5 below. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing, at which time the judge will review your reaffirmation agreement. If the judge decides that the reaffirmation agreement is in your best interest, the agreement will be approved and will become effective. However, if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your reaffirmation agreement.

7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the reaffirmation agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider the decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreement to make and that you have received a copy of the Disclosure Statement and a completed and signed copy of the Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney section (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents package and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27 – see attached).
5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement unless your reaffirmation agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this (attached if necessary).



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**C. DEFINITIONS**

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The amount of debt includes any unpaid fees and costs arising on or before the date you sign this agreement that you are agreeing to pay. Your credit agreement may obligate you to pay additional amounts that arise after the date you sign this agreement. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this agreement.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage Rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

Order Number

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We will apply each payment to the interest and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We'll add the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the agreement that you must make every payment on time. If it is late, your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller late payment or, at our option, more or fewer payments at the same time as your scheduled payment with a smaller late payment. We will send you a notice telling you about these things at least 10 days before the first scheduled payment is due.
- How we'll pay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the entire unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Balance Payment Options. Your Balance Payment is due and payable as described on the front of this contract. Because the contract is a simple finance charge contract, your Balance Payment may differ from the amount shown depending on your payment habits. If checked on the front of the contract, you have the following options:
  - Pay in Full. You may pay the Balance Payment in full when due. Reference. You may reference the Balance Payment (which you are in arrears under this contract). If we have advance funds to cure any default, you must pay us back before the reference. You also must provide proof of collection acceptable to us before the reference. The annual percentage rate for the reference will be the lower of the rate agreed to by you and us at the time of referencing or the maximum rate permitted by law. The term of the reference will be based on the way it is referenced, the rate, and the front of this contract. You may also, at our option, pay the balance payment in full when due. The referenced amount will be paid within 30 months of the due date of the Balance Payment. If you choose to reference the Balance Payment, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balance Payment. If you choose to reference the Balance Payment, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balance Payment. If you choose to reference the Balance Payment, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balance Payment.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. Unless the Gap Waiver Notice on the front of this contract is checked, you agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, to not rent, lease, or transfer any interest in the vehicle, or to use the vehicle in any way that is not permitted by the terms of this contract. You agree to pay any repair bills, storage bills, taxes, fees, or charges on the vehicle, you agree to pay the amount when we ask for it.
- Security interest. You give us a security interest in:
  - The vehicle and all parts or goods included in it.
  - All money or goods received (proceeds) for the vehicle.
  - All insurance, maintenance, service, or other amounts we finance for you.
  - All proceeds from insurance, maintenance, service, or other amounts we finance for you. This includes any refunds or premiums or charges from the contract.

This contract payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest in the vehicle.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household use" in the "Primary Use" for which purchased section of this contract is checked in all other cases. Buyer will not assert against any subsequent holder or assignee of this contract any claim or defense the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment covered under this contract.

- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance for you. We will charge you for the cost of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- When having to remove insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may not make changes. You will pay a late charge on each late payment as shown on the back. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe all at once. If you make your payments (default), we may demand that you pay all you owe on the contract at once unless you notify us in writing to negotiate the contract less than 10 days before default.
- You do not pay any payments on this:
  - You start a proceeding in bankruptcy or are declared a debtor or your property.
  - You break any agreement in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The reasonable attorney's fee you will pay will be 15% of the amount you owe. You may have to pay the costs of the collection. If we do so peacefully and the law allows it, if your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle, if we have the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may look them for you at your expense. If you do not ask for these items back, we may dispose of them as we see fit.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back. If you bring the truck, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to repossessing the vehicle, including a fee for the vehicle. First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay on the contract payment on time. Otherwise, we will let you know how much is to get the vehicle back. Your right to get the vehicle back ends when we call it. We will not let the vehicle if you do not get it back by the time we do. If you do not get the vehicle back, we will send you a written notice of our intent to sell the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses you pay to a third party of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs are also permitted. If you do not pay the amount you owe, you must pay the cost to us. If you do not pay the amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and accept them to obtain cash for optional charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is total, damaged, or stolen, we may claim benefits under these contracts and accept them to obtain benefits of unearned charges to reduce what you owe.

4. WARRANTIES SELLER ASSUMES

- Under the Seller makes a written warranty, or follows into a service contract within 90 days from the date of this contract, the Seller makes no warranty, express or implied, on the vehicle, and there will be no implied warranty of merchantability or of fitness for a particular purpose.
- This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide or limit any rights you may have under the Lemon Law.

Used Car Buyback Option. The information you see on the Window Sticker for this vehicle is part of this contract. Information on the window sticker provides any necessary provisions in the window sticker. Spanish Translation: Solo para compradores de vehículos usados. La información que ve en el formulario de la ventana para este vehículo forma parte del presente contrato. La información del formulario de la ventana de los sin efectos toda disposición en contrario contenida en el contrato de venta.

5. Applicable Law

- Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

ARBITRATION CLAUSE

- PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS
  - IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIMS YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
  - DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- Any claim or dispute, whether in contract, tort, statute or otherwise including the interpretation and scope of this clause, and the arbitrability of the claim or dispute, between you and us or our employee, agent, subcontractor or assignee, which arises out of or relates to your credit application, purchase or condition of sale vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at all or our election, be resolved by neutral binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this arbitration clause shall not apply to such claim or dispute. If your claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action, you expressly waive any right you may have to arbitrate in a class action. You may choose one of the following arbitration organizations and the applicable rules (the "Arbitration Organization") to resolve your dispute: American Arbitration Association, 535 Madison Avenue, Floor 10, New York, NY 10017-4625 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of those organizations by contacting the arbitration organization or visiting its website.
- Arbitration shall be by a single arbitrator and shall be held pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district where this contract was executed. We will conduct your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by deduction of the arbitrator's fee from the arbitrator's decision. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with the clause, then the clause shall prevail. The arbitrator's award shall be final and binding on all parties except that in the event the arbitrator awards to a party \$100,000 or more, or includes an award of injunctive relief against a party, the party may request a new arbitration under the rules of the arbitration organization by a third arbitration panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to final determination by the arbitrator of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.
- You and we retain any right to seek remedies such as rescission, voiding, voiding, or annulment of this contract or any part of it. You and we retain the right to seek remedies in what claims court for disputes or claims that arise from or relate to this contract, including claims for rescission, voiding, voiding, or annulment of this contract, including claims for rescission, voiding, voiding, or annulment of this contract. If any part of this Arbitration Clause, other than waiver of class action rights, is deemed unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be enforceable.

02 64477

New York State Department of Motor Vehicles

00590

072413

**NOTICE OF RECORDED LIEN**

I.D. Number  
1G1PF5S9XB7159097

Year  
2011

Make  
CHEVR

3081  
Wgt./Lgth.

GAS  
Fuel

4  
Cyl/Prop.

4DSD  
Body/Hull

GY  
Color

TD AUTO FINANCE LLC  
PO BOX 997551  
SACRAMENTO

CA 95899

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

**OWNER**

GONZALEZ, JORGE  
3114 35TH ST  
LONG ISLAND CI NY 11106

**ADDITIONAL LIENHOLDERS**

The following information applies only to the lienholder shown in the box above.

- ☐ Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- ☐ We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:
- ☐ We have assigned our security interest in this vehicle, boat or manufactured home to:

Lien Filing Code

Name

Date of Assignment

No. and Street

City

State

Zip

Authorized Signature

Date

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330. (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the Title for the vehicle, boat or manufactured home, you must apply for a duplicate. You may apply for a duplicate by completing form MV-902 (available at a DMV office or on our web site at [www.dmv.ny.gov](http://www.dmv.ny.gov)) and mailing it with a \$20.00 check or money order AND this original Notice of Recorded Lien to the DMV Title Bureau at the above address.

If your address has not changed since you last registered the vehicle and your registration shows your current address, you may be able to apply for a duplicate title on line. For more information, please visit [www.dmv.ny.gov](http://www.dmv.ny.gov).

RETAIL INSTALLMENT CONTRACT  
SIMPLE FINANCE CHARGE

Dealer Number 7046226

Contract Number

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		Creditor - Seller (Name and Address)	
JORGE GONZALEZ 31-14 35TH ST LONG ISLAND CITY, NY 11106		MAJOR CHEVROLET INC 43-40 Northern Boulevard Long Island City, NY 11101020	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2011	CHEVROLET CRUZE	1G1PFS59XB7159097	<input type="checkbox"/> personal, family or household <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The total cost of your purchase on credit including your down payment.	The total cost of your purchase on credit including your down payment.
7.05%	\$4,008.06	\$7,481.78	\$1,489.84	\$2,001.00

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	298.47	Monthly beginning 7/23/12

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5% of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty. Security interest. You are giving a security interest in the vehicle below purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 563.45 sales tax) \$8,180.78 (1)

2 Total Downpayment \$ 1,991.00 (2)

Trade-In	Year	Make	Model
1991		CHEVROLET	CAVALIER
Gross Trade-In Allowance			\$ 1.00
Less Pay Off Made By Seller			\$ N/A
Equals Net Trade-In			\$ 1.00
+ Cash			\$ 2,000.00
+ Other			\$ N/A
(If total downpayment is negative, enter "0" and see 4) below			\$ 2,001.00 (3)

3 Unpaid Balance of Cash Price (1 minus 2) \$6,189.78 (4)

4 Other Charges Including Amounts Paid to Others on Your Behalf \$ 179.78 (5)

(Seller may keep part of these amounts)

A. Cost of Optional Credit Insurance  
 Paid to Insurance Company or Companies:  
 Life \$ N/A  
 Disability \$ N/A

B. Vendor's Single Interest Insurance  
 Paid to Insurance Company \$ N/A

C. Other Insurance Paid to the Insurance Company \$ N/A

D. Fees Paid to Government Agencies

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

E. Government Taxes Not Included in Cash Price

F. Government License and/or Registration Fees

REGISTRATION \$ 232.00

G. Government Certificate of Title Fees \$ N/A

H. Government Waste Tire Management Fee \$ N/A

I. Other Charges (Seller must identify who is paid and describe purpose)

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 179.78 (6)

5 Amount Financed (3 + 4) \$ 6,368.78 (5)

If checked, your first installment payment under this contract is a balloon payment ("balloon payment"). You have the option to do one or more of the following, as checked, at the time the balloon payment is due:

a) ☐ You may pay your Balloon Payment when due.

b) ☐ You may refinance the Balloon Payment. See paragraph 1.a. on the reverse side of this contract for details.

c) ☐ You may sell the vehicle back to us. See paragraph 1.a. on the reverse side of this contract for details. If you exercise this option, \$ 2,000.00 per mile for each mile in excess of N/A miles shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.a.

## GAP Waiver Notice

If this line is checked, we are entitled to and will accept the insurance loss proceeds received, regardless of cause, in full satisfaction of your liability. You must have complied with the insurance requirements of this contract, paid the deductible required by the insurance policy, and kept all your other promises under this contract.

OPTION: ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before N/A, Y/N/A. SELLER'S INITIAL N/A

## NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X  
 If any part of this contract is not valid, all other parts stay valid. We may delay or refuse from honoring any of our obligations under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

## RETAIL INSTALLMENT CONTRACT

Buyer Signs X Co-Buyer Signs X

Co-Buyers and Other Parties. If a co-buyer is a person who is responsible for paying the entire debt, an other owner is a person whose name is on the title to the vehicle but does not have to pay this debt. If an other owner agrees to be a security interest in the vehicle given to us in this contract.

Other owner signs from X

Seller signs MAJOR CHEVROLET INC 06/03/13 Address By X Title

Seller assigns its interest in this contract to HUGO FINANCE LLC

☐ Assigned with recourse  
☒ Assigned without recourse  
☐ Assigned with limited recourse

Seller By Title

Buyer By Title

MAJOR CHEVROLET INC 06/03/13

MAJOR CHEVROLET INC

MAJOR CHEVROLET INC

MAJOR CHEVROLET INC

MAJOR CHEVROLET INC

MAJOR CHEVROLET INC

MAJOR CHEVROLET INC

Insurance. You may buy the physical damage insurance (the contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit under the loan indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.  
 If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

Name Office Address N/A

N/A

N/A

N/A

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**1. FINANCE CHARGE AND PAYMENTS**

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. Balloon Payment Options. Your Balloon Payment is due and payable as disclosed on the front of this contract. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked on the front of the contract, you have the following options:

**Pay in Full.** You may pay the Balloon Payment in full when due.

**Refinance.** You may refinance the Balloon Payment only if you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the Federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.

**Sell Back.** You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described below and on the front of this contract. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment. You must pay us the excess mileage fee shown on the front of this contract. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all slides, buttons or worn wires; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing. Unless the Gap Waiver Notice on the front of this contract is checked, you agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, misuse, conversion, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest. You give us a security interest in:
- The vehicle and all parts or goods installed in it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or premiums or charges from the contracts.
- This security payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
- b. If you pay late, we may also take the steps described below.
- c. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:
- You do not pay any payment on time;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.
- d. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs. The maximum fee the attorney's fee you will pay will be 15% of the amount you owe.
- e. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- f. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to repossessing the vehicle, holding it, and preparing it for sale (voluntary). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an installment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we tell it.
- g. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- h. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLOSURES**

Unless the Seller makes a written warranty, or enters into a service contract within 60 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide or that any rights you may have under the Lemon Laws.

**5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de este efecto de la disposición en contrario contenida en el contrato de venta.

**6. Applicable Law**

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**ARBITRATION CLAUSE****PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OR INDIVIDUAL ARBITRATION.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50151, Minneapolis, MN 55405-0151 ([www.adrforum.com](http://www.adrforum.com)), the American Arbitration Association, 336 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor/Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$50 or equivalent in equity, or in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

You and we retain any rights to seek remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than the waiver of class action rights, is unenforceable or found to be unenforceable for any reason, the remainder of this Arbitration Clause shall be enforceable.

02 64477

New York State Department of Motor Vehicles

00590

072413

**NOTICE OF RECORDED LIEN**I.D. Number  
1G1PF5S9XB7159097Year  
2011Make  
CHEVR3081  
Wgt./Lgth.GAS  
Fuel4  
Cyl/Prop.4DSD  
Body/HullGY  
ColorTD AUTO FINANCE LLC  
PO BOX 997551  
SACRAMENTO

CA 95899

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

**OWNER**GONZALEZ, JORGE  
3114 35TH ST  
LONG ISLAND CI, NY 11106**ADDITIONAL LIENHOLDERS**

The following information applies only to the lienholder shown in the box above.

- ☐ Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- ☐ We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:
- ☐ We have assigned our security interest in this vehicle, boat or manufactured home to:

Lien Filing Code

Name

Date of Assignment

No. and Street

City

State

Zip

Authorized Signature

Date

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330. (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

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